

AMOUNT \$ 150 -
 SUMMONS ISSUED Yes
 LOCAL RULE 4.1 _____
 WAIVER FORM _____
 MCF ISSUED _____
 BY DPTY. CLK. Kim Arnold
 DATE 1-9-04

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTSF I L E D
U. S. DISTRICT COURT
CLERK'S OFFICE

2004 JAN -9 P 3:19

HASBRO, INC.,

Plaintiff,

- against -

PERFECT DEAL, LLC, MARKET POINT
GROUP, LLC, AMIT RAIBI, and
DANIEL COHEN,

Defendants.

X

:

:

:

:

:

:

:

:

:

:

:

:

:

CASE NUMBER

04-10059 PBS

MAGISTRATE JUDGE Cohen

X

COMPLAINT: JURY TRIAL DEMANDED

Plaintiff Hasbro, Inc. ("Hasbro"), by its attorneys, Hanify & King, P.C. and Patterson, Belknap, Webb & Tyler LLP, for its complaint against defendants Perfect Deal, LLC, Market Point Group, LLC, Amit Raibi, and Daniel Cohen, alleges as follows:

Introduction

1. This is an action for copyright infringement, trademark infringement, and unfair competition. Defendants are selling toys that are knock-offs of Hasbro's Beyblade® spinning tops and are doing so with the images and names of the characters that have contributed to the enormous success of the Beyblade® line of toys, as well as with Hasbro's registered trademarks. Defendants' use of Beyblade® trademarks and copyrighted images on toys and their packaging and at point of sale has caused and threatens to continue causing irreparable harm to Hasbro and to its reputation.

The Parties and Jurisdiction

2. Plaintiff Hasbro is a corporation duly incorporated under the laws of the State of Rhode Island with its principal place of business at 1027 Newport Avenue, Pawtucket, Rhode Island. Hasbro is one of the largest manufacturers and sellers in the United States of toys and games.

3. Upon information and belief, Defendant Perfect Deal, LLC ("Perfect Deal") is a Florida limited liability corporation with its principal place of business in Miami, Florida. Upon information and belief, Perfect Deal sells the toys at issue in this case throughout the United States, including in this judicial district, via the Internet and also through kiosks in shopping malls in, among other places, Natick and North Attleboro, Massachusetts.

4. Upon information and belief, Defendant Market Point Group, LLC ("MPG") is a Florida limited liability corporation with its principal place of business in Miami, Florida. Upon information and belief, MPG imports and sells the toys at issue in this case throughout the United States, including in this judicial district, via its "retail" arm, Perfect Deal.

5. Upon information and belief, Defendant Amit Raibi is the Managing Member and President of Perfect Deal and the Manager of MPG who has personally instigated, directed, and controlled the infringing activities alleged herein.

6. Upon information and belief, Defendant Daniel Cohen is the President of MPG who has personally instigated, directed, and controlled the infringing activities alleged herein.

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (action arising under the laws of the United States), § 1338(a) (action arising under an Act of Congress relating to copyrights or trademarks), § 1338(b) (civil action asserting claim of unfair competition joined with substantial and related claim under the copyright or

trademark laws), § 1332(a) (diversity jurisdiction), and § 1367(a) (supplemental jurisdiction over claims relating to those for which the court has original jurisdiction); as well as 15 U.S.C. § 1121 (actions arising under the Lanham Act). The amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

Hasbro's Beyblade® Toys

8. The Beyblade® toys are among Hasbro's most popular current lines of products. The Beyblade® toys include basic tops, remote control tops, electronic tops and metallic tops. Related products currently in the Beyblade® line include Magnacore accessories, Beystadium™ toy arenas, Launchers and Playsets.

9. The Beyblade® toy is a spinning top that is released using a ripcord. The Beyblade® line is marketed with a storyline that each Beyblade® top is powered by magical beasts called "Bit Beasts" that battle each other in Beystadium™ toy arenas.

10. Each Bit Beast character is paired with a fictional human character who participates in Beyblade® competitions. The human characters, generally children, are depicted in cartoon or animated images. Each human character has a distinctive look and name, as does each corresponding Bit Beast. The adventures of the characters, both human and Bit Beast, are chronicled in an animated television series shown on television. The tops and their packaging display the name and image of the top's corresponding Bit Beast.

11. The Beyblade® tops compete in enclosed areas called Beystadium™ toy arenas. The toys are designed so that one top coming into contact with the other will knock it over and thereby defeat the opponent. Each such competition between Beyblade® tops begins with the child shouting "Let It Rip!" and pulling a ripcord to start the top spinning. The slogan

and registered trademark "Let It Rip!" is prominently used in connection with the promotion and sale of the toys.

12. The Beyblade® characters were created and first introduced on toys in Japan. Beyblade® toys were introduced to United States consumers in 2002.

13. Beyblade® tops are sold in distinctive packaging that is readily identifiable by the presence of one or more images of a Beyblade® human character, frequently paired with a corresponding Bit Beast, and often using the name associated with the human or Bit Beast character. Photographs of Beyblade® packaging are attached as Exhibit 1. In addition to Beyblade® tops, Hasbro also sells Beystadium™ toy arenas, in which Beyblade® tops compete against one another.

The Enormous Success of the Beyblade® Product Line

14. Beyblade® toys have been an enormously successful addition to Hasbro's extensive line of toys and games. They have become one of Hasbro's most popular toy lines.

15. The Beyblade® toys have been advertised and promoted by Hasbro, primarily on national television, and have achieved widespread popularity and recognition in the market.

16. The pictures, drawings, characters, character settings, story lines, concepts and themes relating to the Beyblade® brand were developed in Japan by Japanese nationals and were first published in Japan, as were the original series of toys and videogames. At all times relevant hereto, Hasbro has owned the exclusive license in the United States to all copyrights in connection with the Beyblade® toys.

Copyright Registrations for the Beyblade® Characters

17. The images and names of the Beyblade® human and Bit Beast characters are the subject of U.S. Copyright No. VA1-144-249, registered as of October 21, 2002, entitled a "Style Guide." The characters are also the subject of copyright registrations in the television episodes in which they have appeared.

18. Beyblade® characters that are the subject of U.S. Copyright registrations include the following, among others:

Character	U.S. Registrations	Episode of 1st appearance	Registration Dates
Tyson	VA1-144-249 PA 847-052	Episode one Beyblade: The Blade Raider	Oct. 21, 2002 May 15, 2002
Dragoon (Tyson's Bit Beast)	VA1-144-249 PA 1-096-760	Episode one Beyblade: The Blade Raider	Oct. 21, 2002 May 15, 2002
Kai	VA1-144-249 PA 847-052	Episode one Beyblade: The Blade Raider	Oct. 21, 2002 May 15, 2002
Dranzer (Kai's Bit Beast)	VA1-144-249	Episode one Beyblade: The Blade Raider	May 15, 2002
Max	VA1-144-249 PA 1-098-513	Episode three Beyblade: Take it to the Max!	Oct. 21, 2002 Sept. 10, 2002
Draciel (Max's Bit Beast)	VA1-144-249 PA 1-098-509	Episode five Beyblade: Draciel of Approval	Oct. 21, 2002 Sept. 10, 2002
Ray	VA1-144-249 PA 1-098-523	Episode four Beyblade: The Qualifier Begins	Oct. 21, 2002 Sept. 10, 2002
Driger (Ray's Bit Beast)	VA1-144-249 PA 1-098-519	Episode six Beyblade: Dragoon Storm	Oct. 21, 2002 Sept. 10, 2002
Spencer	VA1-144-249		Oct. 21, 2002
Seaborg (Spencer's Bit Beast)	VA1-144-249		Oct. 21, 2002
Tala	VA1-144-249		Oct. 21, 2002

Character	U.S. Registrations	Episode of 1 st appearance	Registration Dates
Wolborg (Tala's Bit Beast)	VA1-144-249		Oct. 21, 2002
Gary	VA1-144-249		Oct. 21, 2002
Galzzly (Gary's Bit Beast)	VA1-144-249		Oct. 21, 2002
Johnny	VA1-144-249		Oct. 21, 2002
Salamalyon (Johnny's Bit Beast)	VA1-144-249		Oct. 21, 2002

Beyblade® Characters as Designations of Origin

19. The names and images of the Beyblade® characters in various forms and styles have been important elements in the promotion and sale of Beyblade® toys. As a result of this use and the widespread promotion and advertising of the Beyblade® line of toys, the names and images have come to function as designations of origin. In addition to the characters with copyright registrations listed in paragraph 18 above, the following Beyblade® characters function as designations of origin: Dunga, Vortex Ape (Dunga's Bit Beast), Ozuma, and Flash Leopard (Ozuma's Bit Beast).

Defendants' Infringing Tops and Arenas

20. Upon information and belief, Perfect Deal and MPG have advertised nationwide and sold tops and arenas in numerous states, including Massachusetts. Indeed, the website operated by defendants has stated that Perfect Deal and/or MPG operate more than 100 locations in malls across the United States. Among the tops sold by Perfect Deal are those called, *inter alia*, "Super Top," "Super Top Fighter," "Radio Control Super Top Fighter," "Super

"Speed Top," "Strong Top," "High Top," "Fury Eddy Top 3," "Strong Tops Museum Piece," "Spin Gear Top," and "High-Speed Strong Wind."

21. The tops sold by defendants are almost identical to Beyblade® tops, and have come with decals displaying images and names of Beyblade® Bit Beasts.

22. Defendants' tops have been sold in packaging that is almost identical to the packaging in which legitimate Beyblade® tops are sold abroad. The packages have also prominently displayed exact replicas, or colorable imitations thereof, of images of Beyblade® characters, as well as their corresponding names. Attached hereto as Exhibit 2 is a color photocopy of some of defendants' tops in their packages.

23. Upon information and belief, Perfect Deal has solicited proprietors of kiosks in shopping malls to sell its products nationwide, and has directly owned or managed other such kiosks. Kiosks in this judicial district have in fact sold Perfect Deal's products near or directly in front of toy stores that sell legitimate Beyblade® toys and accessories.

24. Defendants have no license or authorization from Hasbro or from Hasbro's licensor to use any of the intellectual property of or connected with the Beyblade® toys.

25. Upon information and belief, Defendants undercut Hasbro by selling its knock-off toys at a lower retail price than Hasbro's Beyblade® toys.

FIRST CLAIM (COPYRIGHT INFRINGEMENT)

26. Hasbro repeats and realleges the allegations of paragraphs 1 through 25 as if fully set forth herein.

27. On information and belief, Defendants have published photographs of and have advertised and sold toys and related merchandise with copied images of Beyblade®

characters, both on the tops themselves and on the packaging in which the tops are sold. Among the Beyblade® characters whose images were copied are the following:

Beyblade® Character	Perfect Deal Toy Copying the Character
Tyson	Fury Eddy Top 3 (package) Surmount Super Speed Top (package) Strong Tops Museum Piece (package) Beyblade Dragoon "Regular Box" (package)
Dragoon (Tyson's Bit Beast)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (package) Fury Eddy Top 3 (top, package) Super Defense Super Speed Top (package) Surmount Super Speed Top (package) Storm Dragoon High-Speed Strong Wind (package) Drace-L High-Speed Strong Wind (top) Wolborg Super Top (package) Spin Gear Top (package) Beyblade Dragoon "Regular Box" (package)
Dranzer (Kai's Bit Beast)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (top, package) Radio Control Super Top Fighter RA-04 (package) Surmount Super Speed Top (package) Strong Tops Museum Piece (package) Spin Gear Top (package)
Max	Drace-L High-Speed Strong Wind (package) Wolborg Super Top (package) Spin Gear Top (package)

Beyblade® Character	Perfect Deal Top Copying the Character
Draciel (Max's Bit Beast)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (top, package) Drace-L High-Speed Strong Wind (top, package) Fury Eddy Top 3 (top, package) Wolborg Super Top (package) Surmount Super Speed Top (package) Strong Tops Museum Piece (package)
Driger (Ray's Bit Beast)	Radio Control Super Top Fighter RA-02 (top, package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (package) Super Defense Super Speed Top (package) Surmount Super Speed Top (package) Wolborg Super Top (package) Strong Tops Museum Piece (package)
Spencer	Beyblade Seaborg "Regular Box" (package)
Seaborg (Spencer's Bit Beast)	Seaborg High-Speed Strong Wing (top, package) Beyblade Seaborg "Regular Box" (package)
Tala	Beyblade Wolborg "Regular Box" (package)
Wolborg (Tala's Bit Beast)	Beyblade Wolborg "Regular Box" (package) Wolborg Super Top (top, package)
Galzzly (Gary's Bit Beast)	Flash Leopard High-Speed Strong Wind (package) Wolborg Super Top (package)
Salamalyon (Johnny's Bit Beast)	Wolborg Super Top (package)
Dunga	Seaborg High-Speed Strong Wing (package)
Vortex Ape (Dunga's Bit Beast)	Strong Tops Museum Piece (package)

Beyblade® Character	Perfect Deal Toy Copying the Character
Ozuma	Flash Leopard High-Speed Strong Wind (package) Wolborg Super Top (package)
Flash Leopard (Ozuma's Bit Beast)	Flash Leopard High-Speed Strong Wind (top, package) Fury Eddy Top 3 (top) Wolborg Super Top (package)

28. By reason of the foregoing, Defendants have infringed Hasbro's copyright rights in violation of 17 U.S.C. § 501.

29. In addition, upon information and belief, Perfect Deal and/or MPG import Beyblade® products for sale in the United States without authorization from Hasbro. Among those products are those called Beyblade Dragoon, Beyblade Wolborg, and Beyblade Seaborg.

30. By reason of the foregoing, and by their use of substantially similar images, Defendants have infringed Hasbro's copyright rights in violation of 17 U.S.C. § 602.

31. By reason of the foregoing, Hasbro has been irreparably harmed, has no adequate remedy at law, and has been damaged in an amount to be determined by the trier of fact.

32. The unlawful acts of Defendants alleged herein have been deliberate, willful, and in utter disregard of Hasbro's rights.

**SECOND CLAIM
(TRADEMARK INFRINGEMENT)**

33. Hasbro repeats and realleges the allegations of paragraphs 1 through 15 and 19 through 25 above as if fully set forth herein.

34. Hasbro owns the federally registered trademarks Beyblade®, U.S. Registration No. 2,709,995, and Let It Rip®, U.S. Registration No. 2,668,966.

35. Upon information and belief, Defendants have advertised, marketed, sold, and distributed toy tops in packaging that includes the mark Beyblade®, or a colorable imitation thereof. For example, Defendants have sold toys under the names Beyblade Dragoon, Beyblade Wolborg, and Beyblade Seaborg.

36. Upon information and belief, salespersons at kiosks that sell Defendants' merchandise have solicited sales of Defendants' tops in a manner calculated to make customers believe that they are authentic Beyblade® products, including statements that Defendants' tops are the "next generation Beyblades" and demonstrations of Defendants' tops in stadiums displaying the Beyblade® mark.

37. In addition, upon information and belief, Defendants' website and the kiosks selling Defendants' toys have displayed posters produced and sold by Defendants that have the slogan "Let It Rip!" as well as images of Tyson and other Beyblade® characters. Defendants' kiosks have also exhibited Beyblade® videotapes. Attached hereto as Exhibit 3 is a color photocopy of relevant portions of Defendant's website.

38. By reason of the foregoing, and by their further use on other toys and their packaging of the Beyblade® and Let It Rip® marks or colorable imitations thereof in a manner likely to cause confusion or mistake as to source or origin, Defendants have violated Section 32 of the Lanham Act, 15 U.S.C. § 1114(1).

39. The unlawful acts of Defendants alleged herein have caused and threaten continued irreparable harm to Hasbro's business, goodwill, and reputation. Such acts also have caused harm in the form of lost sales in an amount to be determined by the trier of fact. In addition, Defendants have been unjustly enriched.

40. The unlawful acts of Defendants alleged herein have been deliberate, willful, and in utter disregard of Hasbro's rights.

**THIRD CLAIM
(FALSE DESIGNATION OF ORIGIN)**

41. Hasbro repeats and realleges the allegations of paragraphs 1 through 15, 19 through 25, and 35 through 37 as if fully set forth herein.

42. Hasbro has used in commerce the names and images of the Beyblade® characters in various forms and styles in connection with the promotion and sale of Beyblade® toys. By virtue of their inherent distinctiveness, as well as Hasbro's extensive advertising, promotion, and sale of toys using these names and images, they function as designations of origin associated with one source.

43. Defendants have used such names and images on decorative decals on their tops, as well as on the packaging. Defendants' use of the names and images of Beyblade® characters and Bit Beasts, which upon information and belief includes those identified in paragraph 18 above, is likely to cause confusion, mistake, deception, and/or create the misleading impression that Defendants and their merchandise are licensed by, affiliated with, endorsed by, or in some way associated with Hasbro and the authentic Beyblade® product. Among the unlawful uses are the following:

Beyblade® Character	Perfect Deal Toy Copying the Character	Perfect Deal Toy Copying the Name
Tyson	Fury Eddy Top 3 (package) Surmount Super Speed Top (package) Strong Tops Museum Piece (package) Beyblade Dragoon "Regular Box" (package)	
Dragoon (Tyson's Bit Beast)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (package) Fury Eddy Top 3 (top, package) Super Defense Super Speed Top (package) Surmount Super Speed Top (package) Storm Dragoon High-Speed Strong Wind (package) Drace-L High-Speed Strong Wind (top) Wolborg Super Top (package) Spin Gear Top (package) Beyblade Dragoon "Regular Box" (package)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (package) Fury Eddy Top 3 (top) Wolborg Super Top (package) Strong Tops Museum Piece (top, package) Storm Dragoon High-Speed Strong Wind (package) Spin Gear Top (package) Beyblade Dragoon "Regular Box" (package)

Beyblade® Character	Perfect Deal Toy Copying the Character	Perfect Deal Toy Copying the Name
Dranzer (Kai's Bit Beast)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (top, package) Radio Control Super Top Fighter RA-04 (package) Surmount Super Speed Top (package) Strong Tops Museum Piece (package) Spin Gear Top (package)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (top, package) Radio Control Super Top Fighter RA-04 (package) Strong Tops Museum Piece (package) Beyblade Dranzer Flame Field Spin Gear Top (package)
Max	Drace-L High-Speed Strong Wind (package) Wolborg Super Top (package) Spin Gear Top (package)	Spin Gear Top (package)
Draciel (Max's Bit Beast)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (top, package) Drace-L High-Speed Strong Wind (top, package) Fury Eddy Top 3 (top, package) Wolborg Super Top (package) Surmount Super Speed Top (package) Strong Tops Museum Piece (package)	Radio Control Super Top Fighter RA-02 (package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (top, package) Drace-L High-Speed Strong Wind (package) Wolborg Super Top (package) Strong Tops Museum Piece (package) Beyblade Draciel Fortress

Beyblade® Character	Perfected Toy Copying the Character	Perfect Deal Toy Copying the Name
Driger (Ray's Bit Beast)	Radio Control Super Top Fighter RA-02 (top, package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (package) Super Defense Super Speed Top (package) Surmount Super Speed Top (package) Wolborg Super Top (package) Strong Tops Museum Piece (package)	Radio Control Super Top Fighter RA-02 (top, package) Radio Control Super Top Fighter RA-03 (package) Radio Control Super Top Fighter RA-04 (package) Wolborg Super Top (package) Strong Tops Museum Piece (package)
Spencer	Beyblade Seaborg "Regular Box" (package)	
Seaborg	Seaborg High-Speed Strong Wing (top, package) Beyblade Seaborg "Regular Box" (package)	Seaborg High-Speed Strong Wing (top, package) Beyblade Seaborg "Regular Box" (package)
Dunga	Seaborg High-Speed Strong Wing (package)	
Vortex Ape	Strong Tops Museum Piece (package)	
Ozuma	Flash Leopard High-Speed Strong Wind (package) Wolborg Super Top (package)	
Flash Leopard	Flash Leopard High-Speed Strong Wind (top, package) Fury Eddy Top 3 (top) Wolborg Super Top (package)	Flash Leopard High-Speed Strong Wind (top, package) Fury Eddy Top 3 (top) Wolborg Super Top (package)
Tala	Beyblade Wolborg "Regular Box" (package)	

Beyblade® Character	Perfect Deal Toy Copying the Character	Perfect Deal Toy Copying the Name
Wolborg (Tala's Bit Beast)	Wolborg Super Top (top, package) Beyblade Wolborg "Regular Box" (package)	Wolborg Super Top (top, package) Beyblade Wolborg "Regular Box" (package)
Galzzly (Gary's Bit Beast)	Flash Leopard High-Speed Strong Wind (package) Wolborg Super Top (package)	Wolborg Super Top (package)
Salamalyon (Johnny's Bit Beast)	Wolborg Super Top (package)	Wolborg Super Top (package)

44. In addition, salespersons at kiosks that sell Defendants' merchandise have routinely displayed episodes of the Beyblade® animated television series near displays of Defendants' toys. These episodes display images of the above characters, and refer to them by name.

45. By reason of the foregoing, and by their further use on toys and their packaging of the names and images of various Beyblade® characters in a manner likely to cause confusion or mistake as to source or origin, Defendants have violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

46. The unlawful acts and conduct of Defendants alleged herein have caused and threaten continued irreparable harm to Hasbro's business, goodwill and reputation. Such acts will also cause damages in the form of lost sales in an amount to be determined by the trier of fact. In addition, Defendants have been unjustly enriched.

47. The unlawful acts of Defendants alleged herein have been deliberate, willful, and in utter disregard of Hasbro's rights.

**FOURTH CLAIM
(COMMON LAW UNFAIR COMPETITION)**

48. Hasbro repeats and realleges the allegations of paragraphs 1 through 15, 19 through 25, and 33 through 47 as if fully set forth herein.

49. By reason of Hasbro's efforts, the Beyblade® toys have become popular items for purchase, and have gained widespread public acceptance in the United States and in Massachusetts.

50. Defendants' toys have been sold in such a manner as to deliberately engender confusion with genuine Beyblade® toys.

51. Defendants' acts were calculated and designed to trade unlawfully on the popularity and goodwill created by Hasbro in connection with Beyblade® toys, and unlawfully "palm off" its products by inducing the public, who would otherwise buy Hasbro's products, to buy Defendants' unauthorized products.

52. By reason of the foregoing, Defendants have engaged in unfair competition in violation of the common law of Massachusetts and other states.

WHEREFORE, Plaintiff Hasbro demands judgment against Defendants as follows:

A. That, pursuant to Rule 65 of the Federal Rules of Civil Procedure and 17 U.S.C. § 502, defendants, their officers, agents, servants, employees, attorneys, and all other persons in active concert or participation with any of them, be permanently enjoined from reproducing, distributing or displaying any toy top, top accessory or other toy displaying a Beyblade® character name, image or any image substantially similar thereto.

B. That, pursuant to Rule 65 of the Federal Rules of Civil Procedure and 15 U.S.C. § 1116, defendants, their officers, agents, servants, employees, attorneys, and all other persons in

active concert or participation with any of them, be permanently enjoined from manufacturing, marketing, advertising, shipping, distributing, or selling any toy top, top accessory, or other toy displaying the Beyblade® mark, the Let It Rip® mark, any Beyblade® character image or name, or any colorable imitations thereof, or any other mark likely to cause confusion, mistake, or to deceive as to the origin, sponsorship or approval between Perfect Deal and Hasbro.

C. That defendants be required to file with the Court and serve on Hasbro within thirty days after entry of the injunction a report in writing under oath setting forth in detail the manner and form in which Perfect Deal has complied with the injunctions.

D. That defendants be ordered pursuant to Rule 65 of the Federal Rules of Civil Procedure, 15 U.S.C. §§ 1116 and 1118, and 17 U.S.C. § 503 to recall from any distributors and retailers and to deliver up for impoundment pending resolution of this litigation and ultimate destruction products subject to a preliminary injunction, as well as all labels, signs, prints, packages, wrappers, receptacles, advertising, promotional material, or the like in the possession, custody, or under the control of defendants depicting the products, Hasbro's Beyblade® products, Beyblade® character images or names, and any products or materials found to infringe the copyright or trademark rights associated with the Beyblade® products.

E. That pursuant to 17 U.S.C. § 504 Hasbro be awarded its statutory or actual damages suffered as a result of the copyright infringement, and any profits of defendants not taken into account in computing the actual damages.

F. That, pursuant to 15 U.S.C. § 1117(a) and the common law, Hasbro recover defendants' profits, Hasbro's damages, and the costs of the action.

G. That, pursuant to 15 U.S.C. § 1117(b), Hasbro recover three times the profits and damages resulting from defendants' reproduction and colorable imitations of Hasbro's registered

marks with knowledge that such imitation is intended to cause confusion, mistake, and to deceive.

H. That Hasbro be awarded its full costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 505.

I. Granting Hasbro any other remedy to which it may be entitled as provided for in 15 U.S.C. §§ 1116-18, 17 U.S.C. §§ 502-509 and the common law.

J. For such other and further relief as the Court deems just and proper.

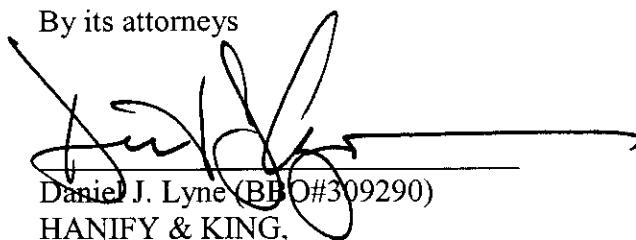
Jury Demand

Hasbro demands trial by jury of all issues so triable.

Dated: January 9, 2004

HASBRO, INC.

By its attorneys



Daniel J. Lyne (BB#309290)
HANIFY & KING,
Professional Corporation
One Beacon Street
Boston, MA 02108-3107
(617) 423-0400

-and-

Kim J. Landsman
PATTERSON, BELKNAP, WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036-6710
(212) 336-2000